

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: William E. Adams
 Firm Name: Fitzgerald, Abbott + Bondsley
 Address: 1221 Broadway, 21st Floor
 City/State/Zip: Oakland, CA 94612
 Telephone: (510) 451-3300 Fax: (510) 451-1527
 Email: wadams@cablaw.com

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☒ Judicial Arbitration ☒ Mediation ☒ Neutral Evaluation ☐ Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
1983 - 1986	University of California, Berkeley	B.A., Rhetoric
1987 - 1990	Pepperdine University School of Law	J.D.

4. LEGAL EXPERIENCE: State Bar No. 153330 Date Admitted: 6/91

A. Are you a member in good standing of the State Bar of California? ☒ Yes ☐ No

B. Are you a retired judicial officer? ☐ Yes ☒ No

Please describe when/where you last served as a judicial officer: _____

C. Are you actively engaged in the practice of law at this time? ☒ Yes ☐ No

If not, are you retired from practice? _____ Date retired: _____

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? ☒ Yes ☐ No

Approximately what percentage of your practice involves litigation? 100 %

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs NA %; of defendants NA %?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials 3; Court Trials 3; Mediations 25; Arbitrations 12;

G. Describe any legal publications or teaching you have done: _____

Instructor, NBI California Construction Law

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates

A. Number of years experience as: mediator 0; arbitrator 0; neutral evaluator 0;

B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: _____

C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: Judge pro

tem, Santa Clara County Superior Court

D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. _____;
2. _____;
3. _____;
4. _____;
5. _____;

E. Is your ADR style best described as _____ facilitative or X evaluative/directive?

F. Describe any ADR related publications or training you have done: n/a

G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.

Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

\$265.00 per hour

6. AVAILABILITY/SPECIAL REQUIREMENTS

A. List any languages, other than English, in which you are able to conduct ADR proceedings:

n/a

B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:

n/a

C. You are available to conduct ADR conferences: X in your office; X at counsel's office; _____ other (please describe: _____)

D. You are available to conduct ADR proceedings: X during regular office hours; _____ evenings by appointment; X weekends by prior arrangement;

E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: Briefs and

pertinent pleadings.

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.	30				
Civil Rights					
Collections					
Construction	20				
Contracts	20				
Elder law/abuse					
Employment					
-Discrimination					
-Harassment					
-Termination					
Environmental					
Fraud					
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.	20				
Intellect. Property					
Landlord-Tenant					
Legal Malpractice					
Maritime					
Med Malpractice					
Partnership					
P.I. - Auto					
P.I. - Other					
Premises Liability					
Probate/Trust					
Product Liab.					
Real Property	20				
Securities					/
Tax					
Toxic Torts					
Wrongful Death					
Other:					

FITZGERALD, ABBOTT & BEARDSLEY LLP

1221 Broadway, 21st Floor
Oakland, CA 94612-1837
(510) 451-3300

ATTORNEY-CLIENT FEE AGREEMENT

This document (the "Agreement") is the written fee contract that California law requires lawyers to have with their clients. This Agreement is entered into by and between and Fitzgerald, Abbott & Beardsley LLP ("FAB"). FAB will provide legal services to you on the terms set forth below.

1. Conditions

This Agreement will not take effect, and we will have no obligation to provide legal services, until FAB receives a signed copy of this Agreement and the initial retainer called for under Paragraph 4.

2. Scope of Services and Client's Responsibilities

You are hiring us as your attorneys, to provide legal services to you and on your behalf in connection with . We will provide those legal services reasonably required to represent you. We will take reasonable steps to keep you informed of the progress of your case and to respond to your inquiries. You shall cooperate with us as your attorneys, keep us informed of developments affecting the subject of this Agreement, abide by this Agreement, pay your bills on time, and keep us advised of any changes in your address and telephone number.

If litigation is entailed, we will represent you through trial and post-trial motions. However, after judgment, we will not represent you on appeal or in execution proceedings without an appropriate amendment to this Agreement. Unless we make a different agreement in writing, this Agreement will govern all future services we may perform for you.

3. Costs and Expenses

(a) In addition to paying legal fees, you authorize FAB to incur and shall reimburse FAB for all such costs and expenses, including but not limited to, process servers' fees, costs fixed by law or assessed by courts and other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying, parking, mileage, clerical time, charges for on-line research, and other similar items.

In the event investigators, consultants, expert witnesses or other professional advisors become reasonably necessary in FAB's judgement, you agree to engage such investigators, consultants, expert witnesses or other professional advisors and to be solely responsible for payment of their charges, which will be billed directly to you.

(b) You agree to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by our personnel. You will also be charged the hourly rates for the time legal personnel spend traveling.

4. Retainer

You agree to deposit the sum of \$0.00 upon return of this Agreement. This sum will be deposited in a trust account to pay for costs and/or fees and expenses. You authorize us to withdraw sums from the trust account to pay such costs and/or fees that you may incur. We may retain the whole or a part of this amount in our trust account for payment of the final invoice in this matter.

Whenever your deposit is exhausted, you will deposit an additional retainer within ten days of our written request. We reserve the right to require of you, once a trial or arbitration date is set, to pay all sums then owing to us and to deposit the attorneys' fees we estimate will be incurred in preparing for and completing the trial or arbitration, as well as the jury fees or arbitration fees likely to be assessed. You will be liable for actual fees and costs incurred in excess of any deposits.

Any unused deposit at the conclusion of our services will be refunded.

5. Legal Fees and Billing Practices

FAB is a firm of attorneys whose areas of interest and experience varies. Non-lawyer legal assistants also assist the attorneys. All attorneys and personnel are covered by FAB's professional errors and omissions policy. FAB will use various personnel by assigning all or parts of the work to particular attorneys or legal assistants as FAB deems appropriate. The fee for FAB's services will be charged at the hourly rate of the particular attorney or legal assistant currently working on your case, plus any costs or legal expenses advanced.

You agree to pay FAB by the hour at our prevailing rates for time spent on your matter by our legal personnel. Our current hourly rates for legal personnel (and other billing rates) are set forth on the attached Rate Schedule. Rates will be subject to change by FAB, effective January 1 of each calendar year. Services rendered following that date will be reflected on statements at the new rates. A new Rate Schedule will be forwarded to you upon request.

We will charge you for all time we spend on your case including, but not limited to, telephone calls relating to your matter, including calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves about the matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of our legal personnel attends a meeting, court hearing, or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

6. Payment Terms

We will send you monthly invoices for fees and/or costs incurred. Each invoice will be due 15 days from the invoice date. Legal fees for FAB professional services and costs remaining unpaid thirty (30) days after the date of the invoice shall earn interest at the rate of ten percent (10%) per annum thereafter until paid.

In addition to payment by cash, check or wire transfer, you may pay by Visa or MasterCard.

7. Lien

FAB shall have a lien for services rendered and costs advanced on any sums recovered, whether by settlement or judgment, on account of your claims.

8. Enforcement of this Agreement

If a dispute arises regarding attorneys' fees or costs under this Agreement, and FAB files suit in any court other than small claims court, you will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code sections 6200-6206, in which event FAB must submit the matter to such arbitration.

The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

As further security for the performance of your obligations under this agreement, you agree to provide and authorize FAB to release to FAB's agents your telephone number, address, bank account information, tax identification numbers and driver's license numbers.

9. LLP Status

FAB is a limited liability partnership (LLP), registered with the California Secretary of State and the California State Bar. The partners and other professionals in an LLP are responsible for their own tortious conduct, but not for the misconduct of others. The assets of an LLP, including amounts payable to clients under any policies of insurance covering errors and omissions of professionals of the firm, are available to satisfy claims against the LLP.

10. Records Retention Policy

During your representation by the Firm, various legal documents and records will be received and prepared. All correspondence, pleadings, deposition transcripts, exhibits, physical evidence, expert's reports and other items reasonably necessary to your representation, including all documents and records delivered to us by you, shall belong to you as client and shall be released to you upon your request. In addition, we will contact you upon conclusion of the matter that is the subject of our representation of you concerning disposition of the aforementioned records.

11. Discharge and Withdrawal

You may discharge us at any time. We may withdraw with your consent or for good cause. Good cause includes your breach of this Agreement, or any fact or circumstance that would render our continuing representation unlawful or unethical.

When our services conclude, all unpaid charges will immediately become due and payable. After our services conclude, we will, upon your request, deliver to you any funds or property of yours in our possession.

12. Effective Date

This Agreement will take effect when you have performed the conditions stated in Paragraph 1, but regardless of the date this agreement is executed, its provisions shall pertain to any service previously rendered on this matter. Even if this agreement does not take effect, you will be obligated to pay us the reasonable value of any services we may have performed for you.

FITZGERALD, ABBOTT & BEARDSLEY LLP

Date: _____ By: _____

FAB Tax I.D. Number: 94-1112905

I have read and understand the foregoing terms and those set forth on the attached Rate Schedule and agree to them, as of the date Fitzgerald, Abbott & Beardsley LLP first provided services. If more than one party signs below, we each agree to be liable, jointly and severally, for all obligations under this Agreement.

Client Name:

Address:

By: _____

Date: _____